

AGENDA REPORTS

NOVEMBER 23, 2004

Agenda Item No. 6a

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1161

TO: Mayor and City Council Members

SUBJECT: Petitions to construct a Sanitary Sewer and Water Distribution System in Sand Plum Addition (south of 45th Street North, west of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On May 18, 2004, the City Council approved Petitions to construct a sanitary sewer and water distribution system in Sand Plum Addition. Based on recent bid prices, it is doubtful that construction contracts can be awarded with the budgets set by the Petitions. The developer has submitted new Petitions with increased budgets. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will serve a new residential development located south of 45th Street North, west of Webb.

Financial Considerations: The existing Petitions total \$233,774. The new Petitions total \$261,774. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

Agenda Item No. 6b

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1162

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain in Remington Place 3rd
Addition (south of 21st, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by two owners, representing 100% of the improvement district.

Analysis: The project will improve drainage within the Remington Place 3rd Addition residential development located south of 21st, east of Webb.

Financial Considerations: The Petition totals \$50,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 6c

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1163

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving, Drainage and Water Distribution System improvements to serve Fox Ridge Addition (north of 29th Street North, between Maize and Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by three owners, representing 100% of the improvement districts.

Analysis: These projects will provide paving, drainage improvements and water service to a new residential development located north of 29th Street North, between Maize and Tyler.

Financial Considerations: The Petitions total \$1,685,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

Agenda Item No. 6d

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1164

TO: Mayor and City Council Members

SUBJECT: Petitions for Street paving, Sanitary Sewer and Water Distribution
Systems to serve Sierra Hills Addition (east of 127th Street East, north of Pawnee)
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On February 11, 2003 and April 15, 2003, the City Council approved Petitions for street paving, sanitary sewer and water distribution systems in Sierra Hills Addition. Since that time, the developer has divided a number of lots to reflect current home marketing conditions. The developer has submitted new Petitions to reallocate special assessments to accommodate the change in building site boundaries. The signatures on the petitions represent 100% of the improvement districts.

Analysis: The projects will serve a new residential development located east of 127th Street East, north of Pawnee.

Financial Considerations: The project budgets are unchanged.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

Agenda Item No. 6e

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1165

TO: Mayor and City Council Members

SUBJECT: Petitions for Street paving, Sanitary Sewer, Drainage Improvements and Water Distribution Systems to serve Copper Gate Estates (south of 13th, west of 135th Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On December 10, 2002, the City Council approved Petitions for street paving, drainage improvements, sanitary sewer and water distribution systems in Copper Gate Estates Addition. Since that time, the developer has divided a number of lots to reflect current home marketing conditions. The developer has submitted new Petitions to reallocate special assessments to accommodate the change in building site boundaries. The signature on the petitions represents 100% of the improvement districts.

Analysis: The projects will serve a new residential development located south of 13th, west of 135th Street West

Financial Considerations: The project budgets are unchanged.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

Agenda Report #8

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1175

TO: Mayor and City Council Members

SUBJECT: Street Closures related to WaterWalk Development (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closures.

Background: Key Construction is scheduled to begin work on the Gander Mountain site in the WaterWalk project on November 23, 2004. During the construction period the contractor is requesting the closure of Wichita Street between Lewis St. and Kellogg overpass; and the closure of Dewey St. between Wichita and Water Streets. The estimated completion date for the Gander Mountain site is in September of 2005.

Analysis: The requested street closures should not have a detrimental impact on traffic flow in the area. Key construction is responsible for the placement of required construction signs and barricades and notification of area businesses and residents.

Financial Considerations: None

Legal Considerations: None

Recommendation/Action: It is recommended that the City Council approve the Wichita Dewey street closures.

Agenda Item No. 8a

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1176

TO: Mayor and City Council Members

SUBJECT: Street Closures related to crossing repair on the Burlington Northern Santa Fe Railroad (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closures.

Background: The Burlington Northern Santa Fe Railroad (BNSF) has tentatively scheduled the replacement of damaged crossing material and related crossing reconstruction and adjustment on the following crossings along Southeast Boulevard during the following dates:

Wassall, west of Southeast Boulevard	December 2-3
Hydraulic, south of Southeast Boulevard	December 6-7
Pawnee, west of Southeast Boulevard	December 9-10
Mt. Vernon, west of Southeast Boulevard	December 13-14

The BNSF RR is requesting the full closure of the above streets at the crossing area during the tentative dates. The closures will allow BNSF to remove the damaged crossing material, add ballast and adjust the track elevation to match the street profile, and install the new crossing material. Additional concrete work will need to be accomplished at the Wassall crossing and the ties and rail will also be replaced at the Mt. Vernon crossing. The above closure dates are contingent on acceptable weather conditions to be able to complete the work.

Analysis: During the two day closures traffic will be detoured using adjacent arterial and collector streets. The railroad is responsible for the placement of construction signs and barricades and notification of area businesses and residents.

Financial and Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the street closures.

Agenda Report No. 10a

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1166

TO: Mayor and Members of the City Council

SUBJECT: 2005 Property, Liability and Excess Workers'
Compensation Insurance Placement Services

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Approve contract.

Background: The City Council directed staff to receive competitive bids for the City of Wichita's 2005 property, liability and excess workman's compensation insurance placement services.

The Request for Proposal (RFP) was issued through the City's Purchasing system. The RFP requested the vendor to:

- § Provide multiple quotes for each classification of risk protection purchased,
- § Assist City staff in understanding the nuances of each coverage suggested, the costs, the exclusions, limitations and similar details, and
- § Bring new information, legislation and new products and ideas for improvement to the City.

A summary of the Request for Proposal evaluation criteria is as follows:

1. The firm has demonstrated experience and expertise in the industry and experience with governmental operations.
2. The quality of professional staff assigned and adequacy of resources.
3. The firm's demonstrable access to insurance markets relevant to the City's operations.
4. The firm's philosophy of coverage is articulated; such as, will coverage be based on the previous year's business and activities or will it address changes in risk prior to incidents and claims.

5. The firm's philosophy on claims handling, mechanisms for apprising clients of the status of claims and litigation.
6. The ability of the firm to provide services within the required timeframes.
7. The efficacy and comprehensiveness of services offered relevant to the entire risk management program.

A Request For Proposal notice was published in the official newspaper on September 23, 2004, the RFP was placed on the City's e-Procurement web site and notices were mailed to 30 different firms across the United States. A total of five written proposals were received.

Property and Liability Insurance Contract Page 2

A 10 member Screening and Selection Committee was created to review the proposals. The Committee was comprised of representatives from: City Manager's Office; Department of Finance; Department of Law; Water and Sewer; Airport; Art Museum and Planning.

The Screening and Selection Committee reviewed all five written proposals and independently ranked each proposal based on the ranking criteria listed in the RFP. The top three firms were selected to make detailed presentations to the Screening and Selection Committee. The detailed presentations were held November 10, 2004. Following the detailed presentations, the Screening and Selection Committee independently ranked the presentations and proposals based on the ranking criteria listed in the RFP.

Analysis: The Screening and Selection Committee recommends award of the contract to the firm of Marsh USA based on the firm's demonstrated experience and expertise in the industry and experience with governmental operations.

Financial Considerations: The contract would be for a not to exceed fee of \$45,000. Funds are budgeted in the Self Insurance Fund to pay for a consultant. The City will not pay any regular commissions, contingent commissions or overrides.

Recommendation/Action: It is recommended the City Council approve the contract and authorize the appropriate signatures.

Agenda Item #10b

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1167

TO: Mayor and City Council

SUBJECT: Professional Services Contract for Phase II Environmental Testing
of Railroad Bed in Delano Area

INITIATED BY: Department of Environmental Health

AGENDA: Consent

Recommendation: Approve the Contract.

Background: The City previously received a \$200,000 Brownfield's grant from the Environmental Protection Agency for conducting environmental assessments of underutilized or undeveloped properties that have unknown environmental conditions. In 2002 a Phase I environmental assessment was completed for the Delano area. This assessment indicated the need for a Phase II environmental testing program for an area along the abandoned railroad corridor within the Delano district.

Analysis: The Phase II testing will indicate the presence or absence of chemical contamination on City and private property in the area. This activity is needed to assist in the continued development of public projects, comprehensive planning and community redevelopment as outlined in the "Delano Neighborhood Revitalization Plan, March 2001." Fieldwork, sampling and analysis methods will be completed as outlined in the "Quality Assurance Project Plan (QAPP) for the Wichita Brownfield Assessment Project that was approved by the EPA Region 7 Office. Geotechnical Services Inc. was selected as the successful respondent in accordance with the City's purchasing procedures. Environmental Health provided information concerning the environmental site assessments to District Advisory Board #4 at their August meeting.

Financial Considerations: The contract will not exceed \$82,000. The project will use funds remaining in the \$200,000 federal grant previously received by the City.

Legal Considerations: The Department of Law has reviewed the contract and has approved it to form.

Recommendation/Actions: Approve the contract and authorize the appropriate signatures.

CONTRACT
FOR
PROFESSIONAL SERVICES
BETWEEN
THE CITY OF WICHITA, KANSAS
AND
GEOTECHNICAL SERVICES, INC.
TETRA TECH EM INC.

THIS CONTRACT, made this _____ day of _____ 2002, by and between THE CITY OF WICHITA, KANSAS, "CITY" and Geotechnical Services Inc. (GSI), "CONSULTANT".

WHEREAS, the CITY wishes to conduct environmental testing, Phase 2, for environmental investigations on City properties and potential public projects within the Delano Township, Delano Neighborhood for the purpose of planning and revitalization efforts in this area, hereinafter called the "PROJECT"; and

WHEREAS, the CONSULTANT has available and offers to provide personnel, and consulting services necessary to accomplish the PROJECT work within the required time; and

WHEREAS, the CITY is authorized by law to employ Consultants to assist with the study in order to plan and implement such a PROJECT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

A. The CONSULTANT shall provide the technical services described in the PROPOSAL submitted to the City of Wichita, entitled, "Qualifications and Proposal for Phase II Site Assessments Wichita Brownfields Assessment Project", FP 400066, received June 18, 2004, and "Clarifications and Addendum to Request" received July 23, 2004 (See Attachment A).

A.B. The CONSULTANT shall provide to the CITY "Preliminary Reports" and or other information when requested in weekly project status reports. This is to assist the Delano Project Team in directing the scope of work of the CONSULTANT.

B.C. The CONSULTANT shall not proceed on Tasks, as outlined in the CONSULTANT'S PROPOSAL, without notifying the CITY of its intent to proceed, and shall proceed only after obtaining the CITY'S agreement.

D. The CONSULTANT understands and is willing to negotiate the number of Phase II, Task 2 investigations to be completed, as this number is dependant on preliminary work of Task 1 and may change as the project evolves. It is noted that the not-to-exceed total contract value for both tasks is \$82,000.00.

D.E. The CONSULTANT agrees to save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from and to the extent caused by the negligent acts, errors, or omissions of CONSULTANT, its agents, servants, employees, or subcontractors arising out of the performance of its service under this contract.

III.II. DELIVERABLE PRODUCTS

A. The CONSULTANT shall prepare the written and electronic deliverable reports as stipulated in the Request For Proposal. When required, how many copies, and which reports will be required by the City will be negotiated and agreed upon by both parties prior to the task onset. However, the City will require 3 copies of the Final Draft Summary Report submitted for review and comment by the CITY. Once comments and approvals are agreed upon by both parties, the CONSULTANT will submit 3 written copies of the Final Report with 3 electronic CD copies of the same report.

D.B. All Preliminary and Draft Reports, field log books and other submittals become the property of the CITY.

IV.III. PAYMENT PROVISIONS

A. Total compensation due to the CONSULTANT shall not exceed the \$82,000.00 for services as outlined in the CONSULTANT'S PROPOSAL or by mutual negotiation of task.

B. Payment(s) due to CONSULTANT shall be based upon completion of Task(s) and submission of satisfactory status reports, and invoice(s) showing actual costs incurred and amounts due to the CONSULTANT. Appropriate billing backup to invoices will be required.

C. In the advent that the Scope of Services changes, contract price and payment will be negotiated between parties.

D. Invoices submitted in proper form shall be paid within 30 days of receipt, minus a 10% retainage withheld from each invoice, which shall be payable without further

demand upon completion of the entire Project to the satisfaction of the Delano Project Team, as certified in writing by the Wichita Brownfield Project Manager.

V. FULL CONTRACT PERFORMANCE

The work performed under the terms of this contract shall be completed no later than April 29th , 2005 unless both parties agree upon an extension; provided that the CONSULTANT shall not be responsible for any delay in the completion of work due to the CITY or beyond the control of the CONSULTANT.

VI. ADDITIONAL CONTRACT PROVISIONS

THE PARTIES HERETO MUTUALLY AGREE:

A. That the CITY reserves the right to terminate this contract, for good and sufficient cause, upon ten (10) days advance written notice. Provided, however, that in such case, the CONSULTANT shall be paid the reasonable value of services rendered up to the time of termination. The determination of services rendered shall be based on the provisions of this contract, but in no case shall payment be more than the CONSULTANT'S actual time spent since the most recent payments. It is understood that the compensation rate of the CONSULTANT'S services are as outlined in the CONSULTANT'S PROPOSAL.

B. That all final documents, maps and requested computerized data mailing lists pertaining to this project shall become the property of the CITY upon completion of the project or termination of the CONSULTANT'S services in accordance with this contract. There shall be no restriction, nor limitation on the further use of these documents, maps and data by the CITY. The CITY agrees to hold harmless and indemnify the CONSULTANT for any damages the CONSULTANT incurs resulting from the utilization of the documents outside the scope of this Project.

C. That the services to be performed by the CONSULTANT under the terms of this contract are personal and cannot be assigned, delegated, sublet or transferred without specific consent of the Delano Project Team.

D. That this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

E. That neither the CITY'S review, approval, or acceptance of, nor payment for any of the work or services required to be performed by the CONSULTANT under this contract shall be construed to operate as a waiver of any right under this contract or any cause of action arising out of the performance of this contract.

F. The CONSULTANT shall procure and maintain comprehensive general liability insurance satisfactory to the CITY in the amount of \$1,000,000 and shall provide the CITY with both a certificate of insurance and a specimen or actual policy for review upon notice to proceed. In addition, the CONSULTANT agrees to procure the appropriate permits, bonds and other certifications need to perform the proposed services

for the City. The CONSULTANT agrees to indemnify and hold the CITY harmless against losses, claims, liabilities, damages, and causes of action that are sustained as a result of CONSULTANT'S negligent acts, errors or omissions.

G. That the rights and remedies of the CITY provided for under this contract are in addition to any other rights and remedies provided by law.

H. That it is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

I. During the term of this contract, the CONSULTANT shall comply with the Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements as prescribed in Attachment C.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this contract effective as of the date first written above.

Agenda Item #10c

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1168

TO: City Council Members
SUBJECT: Recertification of Paratransit Eligible Passengers (All)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendations: Authorize execution of a contract with Performance Assessment Center for recertification services.

Background: On April 13, 2004, City Council approved a plan that would recertify all of Wichita Transit ADA paratransit clients. An important component of this recertification plan was to have a third-party contractor perform all “in-person” application interviews, and physical and / or cognitive functional assessments, as necessary. WT estimates it will take three (3) years to recertify all present and new clients. All clients will be recertified every three years. It is estimated the recertification plan will have an annual cost avoidance after the third year of \$120,000 per annum.

Analysis: The recertification plan involves contracting for professional services. An RFP was prepared and two groups submitted proposals. The RFP selection committee found the proposal submitted by Performance Assessment Center (PAC) to be the best qualified per the evaluation criteria established: qualifications, price, staffing and organization, work plan, and operating facility. The RFP called for a 3-year contract, with 2 option years.

Financial Considerations: WT estimates the proposal submitted by PAC will cost \$141,960 the first year, while years two and three will be \$139,460. The allocation of funds to cover these costs for the life of this contract will be: Federal Transit Administration (FTA) annual allocation 40%, Federal Access to Jobs 24%, Kansas Department of Transportation (KDOT) 24%, and local City match 12%. Local match from the Transit fund has already been budgeted, so no additional funds will be necessary.

Legal Considerations: The Legal Department will negotiate and prepare a contract in conformity with the RFP.

Recommendation/Actions: It is recommended that the City Council authorize the execution of a contract with Performance Assessment Center.

**Agenda Item #10d.
(Deferred November 16, 2004)**

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1138A

TO: Mayor and City Council

SUBJECT: Cessna Sublease Agreement (District I)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve lease amendment and sublease agreement.

Background: On May 22, 1990 the City Council entered into a Lease Agreement with The Cessna Aircraft Company pertaining to the subassembly facility located at 2101 E. 21st Street. On May 1, 2001 the City Council approved an amendment to extend the term of the lease for a period of ten years commencing on the 1st day of May, 2001, and terminating the 30th day of April, 2011. The monthly rent was amended to \$4,256 per month through the term of the agreement. The lease, limits the use of the premises for the purposes of supporting aircraft manufacturing, including, but not limited to, as a storage area. The workers in the facility will be general Cessna employees or Cessna contract employees.

Analysis: Cessna proposes to sublease the 2101 E. 21st Street property to A New Beginning, Inc. a 501(c)3 not-for-profit drug and alcohol outpatient program provider. The sublease would be for four years, with an option to extend for Cessna's entire lease term, until April 30, 2011. The sublease would begin December 1, 2004.

The proposed activity is allowable under the current zoning code.

Staff has informed Cessna that A New Beginning, Inc., will be required to document activities and submit performance reports in order to meet HUD requirements. The HUD requirements are part of the sublease agreement.

Financial Considerations: The sublease agreement states the following:

SUBLESSEE agrees and covenants to pay as rent to SUBLESSOR for the Premises, for the term stated, the total of \$215,640 [\$186,618 in cash monthly installments paid by SUBLESSEE to SUBLESSOR and donation receipts for contributions made by SUBLESSOR towards rent of \$22,698 in the first year and \$6,324 in the second year] as follows:

TIME PERIOD	MONTHLY PAYMENTS
12/1/04 – 11/30/05	\$4,256.00 (\$2,364.50 in cash and a donation of \$1,891.50)
12/1/05 – 11/30/06	\$4,256.00 (\$3,729.00 in cash and a donation of \$527.00)
12/1/06 – 11/30/07	\$4,729.00
12/1/07 – 11/30/08	\$4,729.00

There is no change to the monthly rental payment due to the City from Cessna.

Legal Considerations: The lease agreement between the City of Wichita and Cessna states that Cessna may not sublease without the prior written consent of the City, and such consent shall not be unreasonably withheld.

Approval of the sublease does not modify Cessna's responsibility to make monthly rental payments to the City and insure and maintain the building and grounds.

The Law Department has reviewed the sublease agreement.

In order to facilitate the sublease between A New Beginning, Inc. and Cessna, an amendment to the lease between Cessna and the City of Wichita to expand the use of premises to include activities for drug and alcohol outpatient programs and the facility to be occupied by patients and A New Beginning, Inc., personnel, will be necessary.

The Law Department has approved the lease amendment as to form.

Recommendation: It is recommended that the City Council approve the lease amendment, sublease agreement and authorize written consent.

Agenda Item No. 11

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1169

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Pine Bay Estates (east of Hydraulic, south of 63rd Street South) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Pine Bay Estates on July 13, 2004.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of paving in Pine Bay Estates. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$10,400, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

PINE BAY ESTATES

THIS AGREEMENT, made this _____ day of _____, 2004, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

PINE BAY STREET from the east line of Hydraulic Avenue to Madison Avenue, MADISON AVENUE from the south line of 63rd Street South to Pine Bay Street and MADISON COURT from the west line of Madison Avenue West to and including the cul-de-sac (east of Hydraulic, south of 63rd Street South) (Project No. 472 84034).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Pine Bay Estates and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84034 \$10,400.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

COUNCIL

BY ACTION OF THE CITY

Carlos Mayans, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

CONSULTANT, P.A.

PROFESSIONAL ENGINEERING

(Name & Title)

ATTEST:

“EXHIBT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½”), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the

final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the paving improvements by 11/15/04.
(Project No. 472 84034).

Agenda Item #12

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1170

TO: City Council Members

SUBJECT: Electronic Fare-Card Encoding System and Receiver Unit (All)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendations: Approve the purchase of the GFI Electronic Fare-Card Encoding System, the vault receiver unit, and the additional pass stock materials.

Background: Wichita Transit recently implemented its electronic registering fare-box system, which was purchased with FY1999 and FY2000 Federal Transit Administration (FTA) capital funds, at 80% and matched 20% with funds from the Kansas Department of Transportation (KDOT). A total of \$880,000 was approved by City Council in March 2003 for this system. After the initial system purchase, the project has a total of \$82,213.43 of remaining funds.

Analysis: During the first year of operating the electronic fare-box system, Wichita Transit followed the recommendation of the vendor (GFI) and delayed the purchase of the desktop model card printing and encoding machine until all system bugs were dealt with, and staff had a chance to gain needed experience with the new system. Now that the production process for Wichita Transit encoded passes is in place, the need has arrived for acquiring the encoding machines. The card-encoding machine will allow Wichita Transit to produce special limited quantity cards for special purposes (e.g. SRS program passes, student semester passes, special event passes, etc.). In addition, the encoding machine will also serve as a card replacement unit for damaged or defective cards that still have rides or cash value on them. Finally, it takes several months to get special cards coded (far too long for some of the limited notice events that are serviced) and the cost is prohibitive due to the limited supplies needed. Card printing and encoding machines are needed at both the Transit Operations Center and the Downtown Transit Center.

In addition, a spare vault receiver unit is needed. The receiver is designed to provide a method of transferring collected revenues from the bus firebox to a secured cash vault providing a high level of security as no human hands ever contact the collected revenues. If a cash box from the firebox jams inside the receiver, the collection process is halted.

Financial Considerations: The estimated cost of the GFI printing and encoding machine system and the vault receiver unit (exclusive products of GFI) is up to \$70,000 (which includes 500,000 paper stock and 50,000 plastic stock passes with the Wichita Transit design that GFI already has been using). The \$82,213.43 remaining in the original project budget was intended for this purpose and remains available for immediate use. FTA will cover \$56,000 and KDOT will provide the \$14,000 matching funds. No city funds will be used in this purchase.

Legal Considerations: This is a sole-source acquisition.

Recommendation/Actions: It is recommended that the City Council approve the purchase of the GFI Printing and Encoding System, the vault receiver unit, and the additional pass stock materials.

Agenda Item No. 13a

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1171

TO: Mayor and City Council

SUBJECT: Fleet Internal Service Fund Budget Adjustment

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the budget transfers.

Background: Fleet Maintenance is responsible for the operation and maintenance of about 2,200 automobiles, light trucks, heavy trucks, heavy equipment and light equipment used by City departments. Fleet does not provide vehicles or service for Wichita Transit's large buses, or for Airport equipment. Internal customers pay rent on vehicles and equipment to offset the operation, maintenance and future replacement costs. Services include preventive maintenance, repairs, tire service, mobile service, fueling, overhauls, towing, body shop and major mechanical repairs. Repairs to electrical components, cooling systems and heavy equipment tires are contracted to outside vendors. Major repairs for specialized heavy equipment are managed contractually with local businesses.

Analysis: The Fleet Fund has a 2004 expenditure budget of \$11,034,220. The budget is established based on known and estimated costs, including wages, insurance, repair parts and fuel. In 2004, parts and fuel costs have been significantly higher than estimated. The higher costs have caused a budget shortfall in the Fleet inventory accounts.

Financial Considerations: To complete all 2004 transactions, it is estimated that transfers of up to \$450,000 (about 4% of the budget) will be needed. The transfers would occur within the Fleet Fund. The transfers would use line-item savings to pay the increased costs. The Fleet budget will be re-evaluated in 2005 to incorporate new cost estimates and to look for operational savings.

Legal Considerations: Budget transfers over \$10,000 require City Council approval.

Recommendations/Actions: It is recommended that the City Council approve the budget transfers.

Agenda Item No. 13b

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1172

TO: Mayor and City Council

SUBJECT: Transfer of Funds Within the Water & Sewer Utilities

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the transfer of funds within the Water Utility.

Background: In the past, a performance complaint of water and sewer customers was the length of time from the submission of an application for service-to-service installation. In July 2002, City Council affirmed Staff's recommendation to adopt procedures to reduce the time involved to install new water services. Time has decreased from an average of fifteen (15) working days to six (6) working days. Part of the procedural change was to have a private contractor install a larger portion of the services, particularly during the peak construction season.

Analysis: This has been a record setting year for new water service installations, and revenues received for service installations have set a record as well. Nearly \$2.09 million in plant equity fees were collected through October, compared to \$2.06 million in 2003. Tap fees, thus far, have generated \$1.6 million, compared to \$1.3 million in 2003.

Staff analyzed alternatives that would allow service installation and new construction to continue without increasing budget authority. If City crews were to install all new services, maintenance activities would significantly decrease, service installation times would increase and there would be a substantial increase in Staff overtime, creating a different stress on the budget.

Financial Considerations: The 2004 revised Water Distribution budget includes \$500,000 for installation of water services by a contractor, and additional funds in Personal Services for installation by Staff; however, contractors have installed a larger percentage of services than was anticipated.

To-date \$713,000 has been paid to contractors, with more service installation anticipated for November and December. Less has been paid from Personal Services than expected.

A transfer of \$350,000 in budget authority from Personal Services to Contractuals will provide sufficient budget authority to meet operational needs through year-end. The Finance Department concurs with the Water & Sewer Department assessment.

Legal Considerations: City Council approval is required for budget transfers of \$25,000 or more.

Recommendations/Actions: It is recommended that the City Council approve the transfer.

Agenda Item No. 14

CITY OF WICHITA
City Council Meeting
November 23, 2004

Agenda Report No. 04-1173

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Vacant Lot in the 800 Block of North Sprindale for the Crestview Country Club Interceptor Sewer (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The Crestview Country Club Interceptor Sewer project requires the construction of an interceptor sewer line across Crestview golf course. At its east end, the line will cross 143rd Street and tie into the existing interceptor line. A 25-foot permanent easement across the platted lots is required to reach 143rd Street. The houses in the area are large compared to the lots, making it very difficult to place a 25-foot wide easement without impacting improvements. This, coupled with elevations, made the undeveloped lot in the 800 block of Springdale the optimum choice.

Analysis: The lot is one of the last undeveloped parcels adjoining Crestview golf course. The owner acquired the lot in 1994 for \$100,000. He has plans drawn to develop the lot with a 5,000 square foot ranch-style residence. These improvements would prohibit the utilization of the lot for the permanent easement. The owner has agreed to sell the lot to the City for a negotiated value of \$150,000. The site will be utilized for project staging during construction. When the project is complete, the surface of the lot will be restored and it will be offered for sale with the proceeds offsetting some of the acquisition cost.

Financial Considerations: Funds have been budgeted in the Capital Improvement Program (CIP S-532) for this project. The funding source will be Water Utility revenues and reserves. A budget of \$155,000 is requested. This includes \$150,000 for the acquisition and \$5,000 for closing costs and title insurance.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and authorize all necessary signatures.

Agenda Item No. 15

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1174

TO: Mayor and City Council Members

SUBJECT: Sanitary Sewer for My House Addition (south of 55th Street South, west of Broadway) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Adopt the amending Resolution.

Background: On June 8, 2004, the City Council approved a sanitary sewer project for My House Addition, a new residential development located south of 55th Street South, west of Broadway.

Analysis: As part of the design process, it has been determined that the pipeline should be oversized to serve future development outside the improvement district. An amending Resolution has been prepared to increase the project budget with Sanitary Sewer Utility funds. The Utility share of the project cost will be recovered with the collection of Main Benefit fees in the future.

Financial Considerations: The existing Petition on file is for \$181,000. The revised total project cost is estimated to be \$232,494 to be funded as follows:

Sewer Utility:	\$115,000
Special Assessments:	\$106,000
Main Benefit Fee:	\$11,494

Legal Considerations: State Statutes provide the City Council authority to increase the budget with Sewer Utility funding.

Recommendation/Action: It is recommended that the City Council adopt the amending Resolution.

Agenda Item #17

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1175

TO: Mayor and City Council Members

SUBJECT: SUB 2003-23 -- Plat of 29th Street North Church Addition, Located West of Ridge Road and on the North Side of 29th Street North. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)

Background: This unplatted site, consisting of one lot on 4.73 acres, is located within Wichita's city limits and is zoned LI, Limited Industrial District.

Analysis: Sewer and water services are available to serve the site. A Petition, 100% percent, and a Certificate of Petition have been submitted for paving improvements.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the document and plat, authorize the necessary signatures and adopt the Resolution.

Agenda Item #18

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1176

TO: Mayor and City Council Members

SUBJECT: SUB 2004-101 -- Plat of Via Christi - St. Joseph West Addition, Located on the East Side of Hillside and North of Harry. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat. (8-3)

MAPC Recommendation: Approve the plat. (8-3)

The negative votes reflect the concern of the those Commissioners regarding the need for a contingent street right-of-way dedication.

Background: This unplatted site, consisting of four lots on 16.67 acres, is located in the within Wichita's city limits. This site is zoned B, Multi-family Residential District.

Analysis: Municipal services are available to serve the site. A Sidewalk certificate have been submitted for sidewalk improvements.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Sidewalk Certificate will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the document and plat and authorize the necessary signatures.

Agenda Item No. 19

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1177

TO: Mayor and City Council Members

SUBJECT: DED 2004-29: Dedication of a Utility Easement for Property Located East of Meridian and on the South Side of Harry. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication.

Background: As a requirement of Lot Split Case No. SUB 2004-124, a 20-foot and 30-foot utility easement was provided for a proposed sanitary sewer line.

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 20

City of Wichita
City Council Meeting
November 23, 2004

Agenda Report No. 04-1178

TO: Mayor and City Council Members

SUBJECT: DED 2004-30: Dedication of a Utility Easement for Property Located on the East Side of Ridge Road and North of 29th Street North. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication.

Background: As a requirement of Lot Split Case No. SUB 2004-108, a 10-foot utility easement was provided for a proposed sanitary sewer line.

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 21

CITY OF WICHITA
City Council Meeting
November 23, 2004

Agenda Report No. 04-1179

TO: Mayor and City Council Members
(Wichita Airport Authority)

SUBJECT: Acquisition by Eminent Domain of Tracts Required for Runway Approach
Protection at Mid-Continent Airport

INITIATED BY: Office of Property Management

AGENDA: Airport (Consent)

Recommendation: Adopt resolution and approve and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property.

Background: The property located west of Ridge Road and south of K-42 Highway partially lies in the Runway Approach Protection area as defined for Mid-continent Airport. The Airport has requested that this tract be acquired to prevent further development in this protected area. The site has 54.7 acres with 34.51 acres in the protection area and has been zoned and platted for industrial development. The site is currently unimproved.

Analysis: City staff has attempted to negotiate the purchase of the identified property to protect the Airport facilities, but have been unable to reach an agreement with the owners. The property has been appraised at \$410,000 and this amount has been offered to the owner. The owner has indicated that this amount is insufficient but has declined to provide a counter offer. Staff will continue to negotiate with the owner, but due to the lack of constructive negotiations to date, eminent domain proceedings are considered necessary.

Financial Considerations: Funds have been budgeted in the Capital Improvement Program for acquisitions for runway protection. The cost of this acquisition will be paid for with a mixture for General Obligation bonds paid with airport revenue and passenger facility charge funds.

Legal Considerations: The Law Department has approved the resolution and ordinance as to form.

Recommendation/Action: It is recommended that the Wichita Airport Authority adopt the Resolution and approve and place on first reading the Ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition.